



State of New Jersey

Department of Environmental Protection
P.O. Box 420
428 East State Street
Trenton, NJ 08625-0420

James E. McGreevey
Governor

Bradley M. Campbell
Commissioner

November 19, 2002

Mr. Roch Baamonde, Chief
Grants and Contracts Management Branch
U.S. Environmental Protection Agency
Region II
290 Broadway, Floor 27
New York, New York 10007-1866

RE: Superfund Cooperative Agreement Amendment
Hazardous Waste Site Inventory Program (PA/SI)
V002420-02-0

Dear Mr. Baamonde:

Enclosed are two signed originals of the above-referenced cooperative agreement.

If further information is needed, please contact Diane Fennimore at (609) 984-3121.

Sincerely,

Therese A. Kell, Manager
Federal Funds Coordination

Enclosure

c: Evan Van Hook, Assistant Commissioner
Marlen Dooley, Director
Pam Lyons, Director
Ken Kloo
Carol Hemington, USEPA

	U.S. ENVIRONMENTAL PROTECTION AGENCY Cooperative Agreement		ASSISTANCE ID NO.		DATE OF AWARD SEP 24 2002	
			PRG	DOC ID		AMEND#
			V	00242002	- 0	
			TYPE OF ACTION Continuation			MAILING DATE OCT 01 2002
PAYMENT METHOD: ACH			ACH# 0200			
RECIPIENT TYPE: State			Send Payment Request to: Region 2 Grants & Contracts Mgt. Branch			
RECIPIENT: New Jersey Dept of Environmental Protection 401 East State Street P.O. Box 402 Trenton, NJ 08625-0402 EIN: 21-6000928			PAYEE: New Jersey Dept of Environmental Protection 401 East State Street P.O. Box 402 Trenton, NJ 08625-0402			
PROJECT MANAGER Kenneth J. Kloo 401 East State Street P.O. Box 402 Trenton, NJ 08625-0402 E-Mail: Phone: 609-584-4278		EPA PROJECT OFFICER Mel Hauptman 290 Broadway New York, NY 10007-1866 E-Mail: Hauptman.Mel@epa.gov Phone: 212-637-4338		EPA GRANT SPECIALIST Carol Hemington E-Mail: Hemington.Carol@epa.gov Phone: 212-637-3420		
PROJECT TITLE AND DESCRIPTION Hazardous Waste Site Inventory Program A Cooperative Agreement for pre-remedial (i.e., preliminary assessment and site investigation) activities. This award approves one-half of each task and one-half of each budget item included in the application dated August 1, 2002, as revised September 10, 2002.						
BUDGET PERIOD 10/01/2002 - 09/30/2003		PROJECT PERIOD 10/01/2002 - 09/30/2003		TOTAL BUDGET PERIOD COST \$961,728.00		
				TOTAL PROJECT PERIOD COST \$961,728.00		
NOTE: The Agreement must be completed in duplicate and the Original returned to the appropriate Grants Management Office listed below, within 3 calendar weeks after receipt or within any extension of time as may be granted by EPA. Receipt of a written refusal or failure to return the properly executed document within the prescribed time, may result in the withdrawal of the offer by the Agency. Any change to the Agreement by the Recipient subsequent to the document being signed by the EPA Award Official, which the Award Official determines to materially alter the Agreement, shall void the Agreement.						
OFFER AND ACCEPTANCE						
The United States, acting by and through the U.S. Environmental Protection Agency (EPA), hereby offers Assistance/Amendment to the <u>New Jersey Dept of Environmental Protection</u> for <u>100.00</u> % of all approved costs incurred up to and not exceeding <u>\$961,728</u> for the support of approved budget period effort described in application (including all application modifications) cited in the Project Title and Description above, signed <u>08/01/2002</u> revised <u>09/10/2002</u> (see Description above)						
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)			AWARD APPROVAL OFFICE			
ORGANIZATION / ADDRESS Grants and Contracts Management Branch 290 Broadway, 27th Floor New York, NY 10007-1866			ORGANIZATION / ADDRESS U.S. EPA, Region 2 290 Broadway New York, NY 10007-1866			
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY						
SIGNATURE OF AWARD OFFICIAL 		TYPED NAME AND TITLE William J. Muszynski, P. E., Deputy Regional Administrator		DATE <u>9/24/02</u>		
This agreement is subject to applicable U.S. Environmental Protection Agency statutory provisions and assistance regulations. In accepting this award or amendment and any payments made pursuant thereto, (1) the undersigned represents that he is duly authorized to act on behalf of the recipient organization, and (2) the recipient agrees (a) that the award is subject to the applicable provisions of 40 CFR Chapter 1, Subchapter B and of the provisions of this agreement (and all attachments), and (b) that acceptance of any payments constitutes an agreement by the payee that the amounts, if any found by EPA to have been overpaid will be refunded or credited in full to EPA.						
BY AND ON BEHALF OF THE DESIGNATED RECIPIENT ORGANIZATION						
SIGNATURE 		TYPED NAME AND TITLE Bradley M. Campbell, Commissioner		DATE <u>11/11/02</u>		

Acceptance Copy to Fin 11-22-02

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$	\$ 961,728	\$ 961,728
EPA In-Kind Amount	\$	\$	\$ 0
Unexpended Prior Year Balance	\$	\$	\$ 0
Other Federal Funds	\$	\$	\$ 0
Recipient Contribution	\$	\$	\$ 0
State Contribution	\$	\$	\$ 0
Local Contribution	\$	\$	\$ 0
Other Contribution	\$	\$	\$ 0
Allowable Project Cost	\$ 0	\$ 961,728	\$ 961,728

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.802 - Hazardous Substances Response Trust Fund	CERCLA: Sec. 104	40 CFR PTS 31 & 35 SUBPT O

Fiscal									
Site Name	DCN	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
-	HE0215	2002	T	2AD0P	50102D	41.85	02ZZQB00	CO36	961,728
									961,728

Budget Summary Page

Table A - Object Class Category (Non-construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$437,776
2. Fringe Benefits	\$113,165
3. Travel	\$21,004
4. Equipment	\$6,000
5. Supplies	\$19,900
6. Contractual	\$190,600
7. Construction	\$0
8. Other	\$24,750
9. Total Direct Charges	\$813,195
10. Indirect Costs: % Base	\$148,533
11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %.)	\$961,728
12. Total Approved Assistance Amount	\$961,728
13. Program Income	\$0

Administrative Conditions

a. GENERAL CONDITION

The recipient covenants and agrees that it will expeditiously initiate and timely complete the project work for which assistance has been awarded under this agreement, in accordance with all applicable provisions of 40 CFR Chapter I, Subchapter B. The recipient warrants, represents, and agrees that it, and all its contractors, employees and representatives, will comply with all applicable provisions of 40 CFR Chapter I, Subchapter B, INCLUDING BUT NOT LIMITED TO the provisions of 40 CFR Part 35 Subpart O.

b. TERMS AND CONDITIONS

1. AUTHORITY

The recipient acknowledges that this Cooperative Agreement has been entered into pursuant to the following authorities and the recipient agrees to comply with the applicable requirements contained in such authorities:

- (a) Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. Section 9601 et seq., as amended ("CERCLA").
- (b) 31 U.S.C. Section 6301 et seq.
- (c) 40 CFR Chapter I, Subchapter B including, without limitation, 40 C.F.R. Part 35 Subpart O.
- (d) 40 CFR Chapter I, Subchapter J including, without limitation, 40 C.F.R. Part 300, Subpart F.

2. PROMPT PAYMENT ACT PROVISIONS

In accordance with the Prompt Payment Act, 31 U.S.C. Section 3901 et seq., funds will not be used by the recipient for the payment of interest penalties to contractors when bills are paid late, nor may interest penalties be used to satisfy cost sharing requirements. Obligations to pay such interest penalties will not be obligations of the United States.

3. PURPOSE - PRE-REMEDIAL ACTIVITIES

The recipient has agreed to conduct the pre-remedial activities covered by this Agreement during the project period of this Cooperative Agreement. EPA execution of this Cooperative Agreement is not intended to, nor does it, constitute any agreement or commitment by EPA, either express or implied, to provide any additional federal funds for any future activities relating to the sites.

4. PARTIES' REPRESENTATIVES

- (a) EPA has designated Mel Hauptman, Emergency and Remedial Response Division, United States Environmental Protection Agency, Region 2, 290 Broadway, New York, New York, 10007-1866, (212) 637-4338 to serve as EPA Project Officer for this Cooperative Agreement.
- (b) The recipient has designated Kenneth J. Kloo, New Jersey Department of

Environmental Protection, 401 East State Street, Trenton, New Jersey, 08625, (609) 584-4278, to serve as the recipient's Project Manager for the Cooperative Agreement.

5. SITE ACCESS

- (a) The recipient agrees to satisfy all federal, state, and local requirements, including permits and approvals, necessary for implementing activities addressed in this Cooperative Agreement.
- (b) EPA shall have no liability for any harm to any person whether or not caused by acts or omissions of any representatives of EPA during the course of any access to any site by the recipient or anyone deriving or claiming right of access through the recipient and the recipient agrees to inform all such persons of this provision.

6. INFORMATION REGARDING THE SITES

- (a) At EPA's request and to the extent allowed by law, the recipient shall make available to EPA any information in its possession concerning each site. At the request of EPA, representatives of the recipient will meet with EPA to discuss the progress of the projects and exchange site information.
- (b) Unless otherwise required by applicable state or federal law, any information which may potentially affect present or planned enforcement actions or investigations shall not be released to the public by the recipient unless approved by both EPA's Region 2 Office of Regional Counsel and the recipient. The recipient shall notify EPA of all such information publicly released by it.
- (c) The recipient shall advise EPA of all enforcement actions taken or to be initiated by it regarding any site.

7. THIRD PARTIES

- (a) This Cooperative Agreement is intended to benefit only the recipient and EPA. It extends no benefit or right to any third party not a signatory to this Cooperative Agreement.
- (b) Nothing contained in this Cooperative Agreement shall create or be interpreted or construed to result in:
 - (i) any liability to the recipient or to the United States for loss resulting from bodily injury or property damage to any third party for acts or omissions in connection with any site or this Cooperative Agreement;
 - (ii) the waiver of any of rights or immunities provided by law to the recipient or EPA;
 - (iii) any obligation or responsibility by the recipient or EPA to any third party by way of contract or otherwise;
 - (iv) the waiver of any right of EPA to recover any costs pursuant to CERCLA or otherwise to enforce the provisions of CERCLA or any other law against any third party;

(v) the waiver of any right of the recipient to enforce any applicable law against any third party.

8. DISCLAIMER OF AGENCY RELATIONSHIP

Nothing contained in this Cooperative Agreement shall be construed to create, either expressly or by implication, the relationship of agency between the recipient and EPA.

9. AMENDMENTS

Any change in this Cooperative Agreement must be agreed to by both parties in writing.

10. LOBBYING RESTRICTION AND CERTIFICATION

In accordance with OMB Circular A-21, A-87, or A-122, as appropriate, the recipient agrees that it will not use project funds, including the Federal and non-Federal share, to engage in lobbying the Federal Government or in litigation against the United States. The recipient also agrees to provide EPA Form 5700-53, Lobbying and Litigation Certificate as mandated by EPA's annual appropriations act. A chief executive officer of any entity receiving funds under this Act shall certify that none of these funds have been used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. The certification must be submitted in accordance with the instructions provided by the EPA award official and is due 90 days after the end of the project period.

11. RECYCLED PAPER

Pursuant to Executive Order 12873, recipients are to print documents/reports prepared under an EPA award of assistance on recycled paper and double sided. However this requirement does not apply to reports prepared on forms supplied by EPA.

12. PURCHASE OF PRODUCTS CONTAINING RECYCLED MATERIALS (RCRA)

Any State agency or agency of a political subdivision of a State which is using appropriated Federal funds shall comply with Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962). RCRA Section 6002 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency (EPA). Current guidelines are contained in 40 CFR 247-254. State and local recipients and subrecipients of grants, loans, cooperative agreements or other instruments funded by appropriated Federal funds shall give preference in procurement programs to the purchase of recycled products pursuant to the EPA guidelines.

13. DISADVANTAGED BUSINESS ENTERPRISE FAIR SHARE REQUIREMENTS

In accordance with EPA's Program for Utilization of Small, Minority and Women's Business Enterprises (MBE/WBE) in procurement under assistance programs, the recipient agrees to:

- (a) the applicable FY-2003 "fair share" goals negotiated with EPA by the State which break down as follows:
 - o for New Jersey MBE: Construction, Equipment, Supplies and Services are

7%.

- o for New Jersey WBE: Construction, Equipment, Supplies and Services are 3%.
- (b) ensure to the fullest extent possible that the applicable fair share goals as referenced in paragraph (a) are applied to Federal funds for prime contracts or subcontracts for Construction, Equipment, Supplies and Services. The recipient agrees to include in its bid documents the applicable FY 2003 "fair share" objectives and require all of its prime contractors to include in their bid documents for subcontractors the applicable FY 2003 "fair share" percentages and to comply with paragraphs (c), (d) and (e).
- (c) follow the six affirmative steps stated in 40 CFR 30.44(b), 40 CFR 31.36(e), 35.3145(d), 35.6580, or the Drinking Water State Revolving Fund (SRF) Program Guidelines, as appropriate.
- (d) submit an EPA Form 5700-52A, "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements, and Interagency Agreements" to Otto Salamon, the Region 2 MBE/WBE, Small Disadvantaged Business Utilization Officer (SDBUO), beginning with the Federal fiscal year quarter the recipient receives the award and continuing until the project is completed. These reports must be submitted to the SDBUO within 30 days of the end of the Federal fiscal quarter (January 30, April 30, July 30 and October 30) except for assistance awards for Continuing Environmental Programs which must be submitted to the SDBUO by October 30 of each year.
- (e) To notify EPA in advance of any race and/or gender conscious action it plans to take to more closely achieve the fair share objective, in the event race and/or gender neutral efforts prove to be inadequate to achieve a fair share objective for MBE/WBE.

14. INDIRECT COSTS

The recipient will submit the negotiated indirect cost rate agreement, when necessary, for the period(s) covered in this cooperative agreement document, to the EPA Region 2 Grants Office. The recipient shall not charge indirect costs to this agreement for any period until a rate for that period is negotiated and a copy of the approved, accepted, negotiated agreement is submitted to the EPA Grants Office. Upon receipt of the approved, accepted, negotiated agreement, the rate shall be incorporated into this agreement.

15. FINANCIAL REQUIREMENTS

The recipient agrees to the following conditions in accepting this assistance agreement:

- (a) Cash draw down will be made only as actually needed for its disbursement;
- (b) The recipient will provide timely reporting of cash disbursements and balances as required;
- (c) The recipient will impose the same standards of timing and reporting on secondary recipients, if any;
- (d) When a drawdown occurs, the recipient will draw funds from the appropriate

Cooperative Agreement and EPA account for the appropriate site/activity and operable unit (as applicable);

- (e) When funds for a specific activity/operable unit (as applicable) have been exhausted but the work under the activity/operable unit has not been completed, the recipient will not draw down from another activity/operable unit or site account without written permission from EPA;
- (f) Funds remaining in an account after completing an activity/operable unit (as applicable) shall be returned to EPA or, with written permission from EPA, may be applied to another activity/operable unit or site;
- (g) When an activity/operable unit (as applicable) is completed, the recipient will submit a Financial Status Report (SF-269) within 90 days to the EPA Grants Officer; and
- (h) The recipient will also submit the SF-269 within 90 days after the close of each budget period. If the budget period is longer than one year the report will be submitted annually, based on the anniversary date of the award.

Failure on the part of the recipient to comply with the above conditions may cause the undisbursed portions of the Cooperative Agreement to be revoked and financing method changed to a reimbursable basis.

16. LIMITATION ON CHARGING COSTS - EQUIPMENT (PURCHASE AND/OR RENTAL)

For all equipment items with a unit cost of \$5,000 or more, including items such as rental or leasing of a geoprobe or of vehicles, the recipient is precluded from charging costs to the agreement for leasing or buying these items until the recipient has submitted to the EPA Project Officer, and the EPA Project Officer has approved in writing, a justification and cost comparison analysis in accordance with 40 CFR §35.6315(c). The recipient must then obtain equipment through the most cost-effective method. Further, prior to incurring costs for any items of "miscellaneous sampling equipment" or "geoprobe accessories and supplies," the recipient must provide a breakdown of items proposed to be purchased, by unit cost.

Programmatic Conditions

17. LIMITATION ON CHARGING COSTS - SITE APPROVAL

The recipient has cited the NJDEP's "Immediate Environmental Concern (IEC)" inventory as the potential universe of sites to be considered under this agreement. Sites may be selected for submission to the EPA Project Officer for approval from this universe of sites. However, in accordance with 40 CFR §6055(a)(2)(1), the recipient may not incur costs on any new sites until the EPA Project Officer has approved the site in writing.

18. LIMITATION ON CHARGING COSTS - SAMPLING

Pre-CERCLIS Screening sites may be selected for submission to the EPA Project Officer for sampling. However, no work can begin at a site until the EPA Project Officer has approved a specific site in writing.